

Thrive Therapy Group, P.C.

Informed Consent for Psychotherapy

This form provides you, the client, with information that is additional to that detailed in the Notice of Privacy Practices and it is subject to HIPAA preemptive analysis.

CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to those sessions <u>are confidential</u> and may not be revealed to anyone without your written permission except where disclosure is required by law.

WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW: Some of the circumstances where disclosure is required or may be required by law or where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate that the client presents a danger to others. Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by the psychotherapist. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Your therapist will use his/her clinical judgment when revealing such information. Records will not be released to any outside party unless s/he is authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client.

EMERGENCY: If there is an emergency during therapy, or in the future after termination, where your psychotherapist becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, s/he will do whatever s/he can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, s/he may also contact the person whose name you have provided on the biographical sheet.

HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you so instruct your psychotherapist, only the minimum necessary information will be communicated to the carrier. Your therapist has no control over, or knowledge of, what insurance companies do with the information s/he submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

LITIGATION LIMITATION: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that, should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your behalf will call on your psychotherapist_to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

CONSULTATION: Your psychotherapist consults regularly with other professionals regarding his clients; however, each client's identity remains completely anonymous, and confidentiality is fully maintained.

E-MAILS, CELL PHONES, COMPUTERS, AND FAXES: It is very important to be aware that computers and e-mail communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Faxes can easily be sent erroneously to the wrong address. E-mails, in particular, are vulnerable to unauthorized access due to the fact that Internet servers have unlimited and direct access to all e-mails that go through them. It is important that you be aware that e-mails, faxes, and important texts are part of the medical records. Additionally, your psychotherapist's e-mails are not encrypted. Computers are equipped with a firewall, a virus protection, and a password all confidential information from his/her computers on a regular basis. Please notify your therapist if you decide to avoid or limit in any way the use of any or all communication devices, such as e-mail, cell phone, or faxes. If you communicate confidential or private information via e-mail, it will be assumed that you have made an informed decision and agree to take the risk that such communication may be intercepted. Please do not use e-mail or faxes for emergencies.

RECORDS AND YOUR RIGHT TO REVIEW THEM: Both the law and the standards of the psychology profession require that treatment records are kept for at least 7 years. Unless otherwise agreed to be necessary, clinical records will be retained only as long as is mandated by Michigan law. If you have concerns regarding the treatment records, please discuss them with therapist. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when your therapist assesses that releasing such information might be harmful in any way. In such a case, records will be provided to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, information will be released to any agency/person you specify unless your therapist assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, records will be released only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact your psychotherapist between sessions, please leave a message and your call will be returned as soon as possible. If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away call the Macomb County 24-Hour Crisis Line at 586.307.9100 or the Police: 911. Please do not use e-mail, texts, or faxes for emergencies as they are not always checked daily.

PAYMENTS & INSURANCE REIMBURSEMENT: Payments are due at the time of appointment. Clients are responsible for unpaid claims by insurance or expected to pay the agreed private pay amount as established at the onset of services, per the sliding scale fee agreement, unless payment arrangements have been made otherwise. Telephone conversations, site visits, writing and reading of reports, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify your therapist if any problems arise during the course of therapy regarding your ability to make timely payments. As was indicated in the section, *Health Insurance & Confidentiality of Records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/ problems, which are dealt with in psychotherapy, are reimbursed by insurance

companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, legal or other means (courts, collection agencies, etc.) may be used to obtain payment.

MEDIATION & ARBITRATION: All disputes arising out of, or in relation to, this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of the therapist_and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Macomb County, Michigan in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. Your psychotherapist will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. Your therapist may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations that can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, your therapist is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his/her assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. Your therapist) provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within his/her scope of practice.

TREATMENT PLANS: Within a reasonable period of time after the initiation of treatment, your therapist will discuss with you his/her working understanding of the problem, treatment plan, therapeutic objectives, and his/her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, your therapist's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits.

TERMINATION: If at any point during psychotherapy your therapist assesses that s/he is not effective in helping you reach your therapeutic goals or that you are non-compliant, your therapist is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, s/he would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, your therapist will talk to the psychotherapist of your choice in order to help with the transition. If, at any time, you want another professional's opinion or wish to consult with another therapist, you will be assisted with

referrals, and, with your written consent, essential information will be provided to your new therapist. You have the right to terminate therapy at any time. If you choose to do so, and if appropriate, you will be provided with names of other qualified professionals.

DUAL RELATIONSHIPS: It is important to realize that in some communities, particularly small towns, military bases, university campus, etc., multiple relationships are unavoidable. Your therapist will never acknowledge working with anyone without his/her written permission, and will not acknowledge the clients in a social situation unless the client approaches first.

SOCIAL NETWORKING: Friend requests from current or former clients on social networking sites, such as Facebook will not be accepted as this is likely to compromise client privacy and confidentiality.

CANCELLATION: Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours (1 business day) notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

I have read the above Informed Consent for Psychotherapy carefully (a total of 4 pages); I understand them and agree to comply with them:

| Client's Name (print)(or legal guardian) | | |
|--|------|--|
| Signature | Date | |
| Client's Name (print) (or legal guardian) | | |
| Signature | Date | |
| Psychotherapist's Name (print) | | |
| Signature | Date | |